



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Garthwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

October 9, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT NO. H-211841 WITH CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE FOR SPECIALIZED CONSULTANT AND TRANSPORTATION SERVICES (2nd District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 2 to Agreement No. H-211841 with Charles R. Drew University of Medicine and Science, to allow the Department of Health Services to add the provision of taxi vouchers to the transportation services program in the existing agreement at Martin Luther King, Jr./Charles R. Drew Medical Center, effective upon Board approval through June 30, 2004. The new services will not change the maximum County obligation of \$120,000 for Fiscal Year 2003-04, offset 100% by funds received from the Department of Community and Senior Services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to sign Amendment No. 2 to Agreement No. H-211841 with Charles R. Drew University of Medicine and Science (Drew University), to add a provision of taxi voucher services to the existing agreement, at no additional cost to the County, effective upon Board approval through June 30, 2004.

Board approval of the recommended action will allow the Department of Health Services (DHS or Department) to add the provision of taxi voucher services to the existing transportation program for seniors who are 65 years and older and dependent adults between the ages of 18 to 64, served in the Adult Protective Services/Elder Abuse Program (APS/EAP). This program will provide for their transportation needs to and from clinic appointments, emergency shelters, and laboratory and radiology facilities at Martin Luther King, Jr./Charles R. Drew Medical Center (King/Drew).

The program requires specialized services that the County is unable to provide, such as community outreach/education, legal, curriculum and transportation services for APS/EAP clients residing in the Southwest geographic area.

FISCAL IMPACT/FINANCING:

Under the existing agreement, the maximum County obligation is \$120,000 for Fiscal Year (FY) 2003-04, which includes \$18,000 allocated for transportation services. The addition of taxi vouchers services will not change the maximum County obligation.

Funding for this agreement is included in the FY 2003-04 Adopted Budget. No additional net County cost is associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On April 20, 1999, the Board adopted a four-year plan submitted by the Department of Community and Senior Services (CSS) to enhance and establish a hospital-based multi disciplinary elder/dependent adult abuse medical assessment program at King/Drew. The plan included funding from the CSS to offset 100% of the cost.

On November 14, 2000, the Board approved a sole source agreement with Drew University for the provision of specialized consultant and transportation services to APS/EAP clients residing in the Southwest geographic area, effective upon Board approval through June 30, 2003.

On June 17, 2003, the Board approved Amendment No. 1 to Agreement No. H-211841 to extend the term of the agreement for twelve months, effective July 1, 2003 through June 30, 2004.

Amendment No. 2 to Agreement No. H-211841 will be effective upon Board approval and continue through June 30, 2004, and includes the latest provisions regarding contractor's obligations under the Health Insurance Portability and Accountability Act, No Payment for Services Provided Following Expiration/Termination of Contract, Notice to Employees Regarding the Safely Surrendered Baby Law, and Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.

The agreement may be terminated at any time by the County or Contractor by providing a 30 days advance written notice.

Contract monitoring functions are performed by King/Drew's staff, and DHS' Audit and Compliance Division.

Attachment A provides additional information.

County Counsel has approved the amendment (Exhibit I) as to form.

The Honorable Board of Supervisors
October 9, 2003
Page 3

CONTRACTING PROCESS:

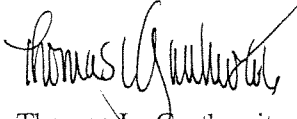
Advertisement on the Los Angeles County Online Web Site is not appropriate for amendments. The existing agreement will remain in effect through June 30, 2004.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of Amendment No. 2 to Agreement No. H-211841 will allow the Department to add the provision of taxi vouchers for seniors 65 years and older and dependent adults between the ages of 18 to 64, served in the APS/EAP, for their transportation needs to and from clinic appointments, emergency shelters, and laboratory and radiology facilities at King/Drew.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:dz

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor Controller

BLETCD3030.DZ

SUMMARY OF AGREEMENT AMENDMENT

1. TYPE OF SERVICE:

Specialized consultant and transportation services for the Adult Protective Services/Elder Abuse Program (APS/EAP) for abused, neglected and exploited elders who are 65 years old and over and dependent adults between the ages of 18 to 64 who reside within the Southwest geographic area where the County is unable to provide services.

2. AGENCY ADDRESS AND CONTACT PERSON:

Charles R. Drew University of Medicine and Science
1720 East 118th Street
Los Angeles, California 90059
Attention: Ron Lau, Chief Financial Officer
Telephone: (323) 563-5820/Facsimile (FAX): (323) 563-1953

3. TERM:

Amendment No. 2 to Agreement No. H-211841 will be effective upon Board approval and continue through June 30, 2004.

4. FINANCIAL INFORMATION:

The maximum County obligation under the existing agreement for FY 2003-04 is \$120,000, which includes \$18,000 allocated for transportation services. The addition of new taxi vouchers services will not change the maximum County obligation.

5. PROGRAM INFORMATION:

Amendment No. 2 to Agreement No. H-211841 will allow the Department to add the provision of taxi vouchers for seniors who are 65 years and older and dependent adults between the ages of 18 to 64, served in the APS/EAP, for their transportation needs to and from clinic appointments, emergency shelters, and laboratory and radiology facilities at King/Drew.

6. ACCOUNTABLE FOR CONTRACT MONITORING:

King/Drew's administrative staff, and the Department of Health Services' Audit and Compliance Division are responsible for monitoring the contract program.

7. APPROVALS:

King/Drew Medical Center:	Willie T. May, Acting Chief Executive Officer
Contracts and Grants Division:	Riley J. Austin, Acting Chief
County Counsel (approval as to form):	Sharon A. Reichman, Senior Deputy County Counsel

EXHIBIT I

Contract No. H-211841

SPECIALIZED CONSULTANT AND TRANSPORTATION SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES (here-
after "COUNTY"),

and

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE
(hereafter "CONSULTANT").

WHEREAS, reference is made to that certain document entitled
"SPECIALIZED CONSULTANT AND TRANSPORTATION SERVICES AGREEMENT",
dated November 14, 2000, as amended by Amendment No. 1, dated
June 17, 2003, all identified as COUNTY Agreement No. H-211841
(hereafter "AGREEMENT"); and

WHEREAS, it is the desire of the parties hereto to amend
AGREEMENT to provide for the issuance of taxi vouchers; and

WHEREAS, the AGREEMENT provides that changes to its
provisions may be made in the form of a written amendment which
is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon Board approval and be in full force and effect to and including June 30, 2004.

2. To the extent not inconsistent with this Amendment and except as set forth and/or in accordance with the terms herein, the terms and conditions of Paragraphs 1 through 74, inclusive, as set forth in the Agreement, shall continue in full force and effect during the term of this Amendment.

3. That Paragraph 3, DESCRIPTION OF SERVICES, be revised and amended as follows:

"CONSULTANT shall provide expert and professional services and support of the King/Drew Medical Center Elder/Dependent Adult Abuse Assessment and Intervention Program as described in Exhibit A, attached hereto and incorporated herein by reference, and as described in Exhibit B, Attachments A through D-1, "Statement of Work and Deliverables", attached hereto and incorporated herein by reference, at the COUNTY, Medical Center in the manner and form as described in the body of this AGREEMENT."

4. That Paragraph 4, MAXIMUM OBLIGATION, be revised and amended as follows:

"COUNTY's maximum obligation for all services provided hereunder shall not exceed One Hundred Twenty Thousand Dollars (\$120,000) annually."

5. That Paragraph 70, DETERMINATION OF CONSULTANT NON-RESPONSIBILITY, be added as follows:

"70. DETERMINATION OF CONSULTANT NON-RESPONSIBILITY:

A. Prior to a contract being awarded by the COUNTY, the COUNTY may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the COUNTY determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.

B. The COUNTY may declare a CONSULTANT to be non-responsible for purposes of a particular contract if the COUNTY, in its discretion, finds that the CONSULTANT has done any of the following:

(1) Committed any act or omission which negatively reflects on the CONSULTANT's quality, fitness or capacity to perform a contract with the

COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same;

(2) Committed an act or omission which indicates a lack of business integrity or business honesty; or

(3) Made or submitted a false claim against the COUNTY or any other public entity.

C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the CONSULTANT of the basis for the proposed non-responsibility determination, and shall advise the CONSULTANT that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The CONSULTANT and/or attorney or other authorized representative of the CONSULTANT shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the

department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONSULTANT should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors.

D. The decision by the COUNTY to find a CONSULTANT non-responsible for a particular contract is within the discretion of the COUNTY. The seriousness and extent of the CONSULTANT's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the COUNTY in determining whether a CONSULTANT should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)"

6. That Paragraph 71, CONSULTANT'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, be added as follows:

"71. CONSULTANT'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The performance of CONSULTANT's obligation under the AGREEMENT could require CONSULTANT's receipt of, or access to, Protected Health Information, as such term is defined in Exhibit H (Business Associate Protected Health Information Disclosure AGREEMENT), attached hereto and incorporated herein by reference. CONSULTANT and COUNTY hereby agree to be bound by the terms and conditions of the Business Associate Protected Health Information Disclosure AGREEMENT (hereafter "Business Associated AGREEMENT") by and between CONSULTANT (referred to in Exhibit H as "Business Associate") and COUNTY (referred in Exhibit H as "Covered Entity") for the term of this AGREEMENT and as provided in the Business Associate AGREEMENT."

7. That Paragraph 72, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT, be added as follows:

"72. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT: CONSULTANT shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONSULTANT after the expiration or other termination of this AGREEMENT. Should CONSULTANT receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after the expiration/termination of this AGREEMENT shall not constitute a waiver of COUNTY's right to recover such payment from CONSULTANT. This provision shall survive the expiration or other termination of this AGREEMENT."

8. That Paragraph 73, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, be added as follows:

"73. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: CONSULTANT shall notify and provide to its employees, and shall require each subCONSULTANT to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this

AGREEMENT and also available on the Internet at
www.babysafelaw.org for printing purposes."

9. That Paragraph 74, CONSULTANT'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, be added in the Additional Provisions as follows:

"74. CONSULTANT'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: CONSULTANT acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONSULTANT understands that it is the COUNTY's policy to encourage all COUNTY CONSULTANTs to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONSULTANT's place of business. CONSULTANT will also encourage its SubCONSULTANTs, if any, to post this poster in a prominent position in the SubCONSULTANT's place of business. The County's Department of Children and Family Services will supply CONSULTANT with the poster to be used."

10. During the term of this Amendment, CONSULTANT shall be compensated according to the same payment provisions and same rate(s) specified in the AGREEMENT.

11. Except for the changes set forth hereinabove, AGREEMENT shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of
Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

Director of Health Services, and CONSULTANT has caused this
Amendment to be subscribed in its behalf by its duly authorized
officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director of Health Services

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE
CONSULTANT

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
LLOYD W. PELLMAN
County Counsel

By _____
Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division

AMENDCD3029.DZ
dz:7/30/03

ADULT PROTECTIVE SERVICES/ELDER ABUSE PROGRAM

Transportation Services Options: A. Driver or
B. Taxi Vouchers

A. Driver

Scope of Work:

1. Contractor shall provide non-emergency transportation services for 1) selected elder/dependent adult abuse clients who have no access to transportation, and 2) physicians and staff of the Halting Elder and Dependent Adult Abuse Response Team (HEART):
 - To and from outpatient clinic at Hubert Humphreys Comprehensive Health Center.
 - To and from required assessment and intervention services at Martin Luther King, Jr./Drew Medical Center.
 - To and from seniors home and senior centers.
2. Be available on twenty-four (24) hours' notice or less for providing the above services.
3. Contractor shall provide the services with minimum pick up waiting time of sixty (60) minutes.
4. Contractor shall maintain a daily log of client pick-ups and drop offs. At a minimum, the daily log will require the following information: Client name, pick up site, drop off site, pick-up speedometer reading, drop off speedometer reading, pick up time and drop-off time. The daily logs will be submitted to elder Abuse Program management monthly.
5. Contractor shall lease a vehicle for transportation services. Provisions should be made to accommodate clients with special transportation needs to meet all the requirements of the American With Disabilities Act (ADA).

Deliverables:

1. Consultant shall provide eight (8) hours a week of service to the Elder/Dependent adult Abuse program in transporting selected clients and physicians and staff to and from clinic appointments, homes, shelters or any place as necessary for the proper care of the elder/dependent adult abuse victim.

2. Consultant shall provide a telephone number accessible to provide non-emergency transportation services within twenty-four (24) hours notice or less.
3. Consultant shall provide the appropriate leased vehicle for use in the transportation of the elderly.

B. Taxi Vouchers

Purpose: To provide 60 round trips per month to seniors (65 years and older) and dependent adults 18 years and older served in the Elder and Dependent Adult Abuse Program for their transportation needs to and from:

1. Clinic appointments
2. Emergency shelters
3. Laboratory and radiology facilities

Total Annual Expenses for Transportation: \$18,000

EXHIBIT H

BUSINESS ASSOCIATE PROTECTED HEALTH INFORMATION DISCLOSURE AGREEMENT

This Business Associate Protected Health Information Disclosure AGREEMENT (hereafter "Business Associate AGREEMENT") is by and between the County of Los Angeles (hereafter "Covered Entity") and CONSULTANT (hereafter "Business Associate").

RECITALS

WHEREAS, the parties have executed an AGREEMENT, including all amendments thereto, whereby Business Associate provides services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information in order to provide those services (hereafter "AGREEMENT");

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (hereafter "HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations");

WHEREAS, the Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure

to or use of Protected Health Information by Business Associate if such a contract is not in place.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS:

A. "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

B. "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

C. "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an

Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

D. "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

E. "Services" means all tasks, deliverables, goods, services and/or other work provided by Business Associate pursuant to the AGREEMENT.

F. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

G. Terms used, but not otherwise defined, in this Business Associate AGREEMENT shall have the same meaning as those terms in the Privacy Regulations or in the AGREEMENT, to the extent not inconsistent with the Privacy Regulations.

2. OBLIGATIONS OF BUSINESS ASSOCIATE:

A. Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(1) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Paragraphs 2.C., 2.D., 2.E., 2.F., 2.G., 2.H., 4.C. and 5.B. of this Business Associate AGREEMENT;

(2) shall Disclose Protected Health Information to Covered Entity upon request;

(3) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(a) Use Protected Health Information; and

(b) Disclose Protected Health Information if the Disclosure is Required by Law. Business

Associate shall not Use or Disclose Protected Health Information for any other purpose.

B. Adequate Safeguards for Protected Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate AGREEMENT. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

C. Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subCONSULTANTS but is not specifically permitted by this Business Associate AGREEMENT. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at (213) 240-7908 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report to Covered Entity's Chief Information Privacy Officer, at Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 493, Los Angeles, California 90012, no later than ten

(10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure.

D. Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate AGREEMENT.

E. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

F. Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered

Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

G. Amendment of Protected Health Information.

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

H. Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subCONSULTANTS.

Any accounting provided by Business Associate under this Section 2.H. shall include: (a) the date of the

Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.H., Business Associate shall document the information specified in items (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) days after receipt of request from Covered Entity, information collected in accordance with this Section 2.H. to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4. TERM AND TERMINATION:

A. Term. The term of this Business Associate AGREEMENT shall be the same as the term of the AGREEMENT. Business Associate's obligations under Paragraphs 2.A. (as modified by Section 4.B.), 2.C., 2D., 2.E., 2.F., 2.G., 4.C. and 5.B. shall survive the termination or expiration of this Business Associate AGREEMENT.

B. Termination for Cause. In addition to and notwithstanding the termination provisions set forth in the AGREEMENT, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Business Associate AGREEMENT if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate this Business Associate AGREEMENT if Business Associate has breached a material term of this Business Associate AGREEMENT and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

C. Disposition of Protected Health Information Upon Termination or Expiration.

(1) Except as provided in subparagraph (2) of this Paragraph 4.C., upon termination for any reason or expiration of this Business Associate AGREEMENT and the AGREEMENT, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subCONSULTANTS or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate AGREEMENT to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as

Business Associate maintains such Protected Health Information.

5. MISCELLANEOUS:

A. No Third Party Beneficiaries. Nothing in this Business Associate AGREEMENT shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

B. Use of SubCONSULTANTS and Agents. Business Associate shall require each of its agents and sub-Consultants that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written AGREEMENT obligating the agent or sub-Consultant to comply with all the terms of this Business Associate AGREEMENT as Business Associate.

C. Relationship to AGREEMENT Provisions. In the event that a provision of this Business Associate AGREEMENT is contrary to a provision of the AGREEMENT, the provision of this Business Associate AGREEMENT shall prevail. Otherwise, this Business Associate AGREEMENT shall be construed under, and in accordance with, the terms of the AGREEMENT.

D. Regulatory References. A reference in this Business Associate AGREEMENT to a section in the Privacy Regulations means the section as in effect or as amended.

E. Interpretation. Any ambiguity in this Business Associate AGREEMENT shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

F. Amendment. The parties agree to take such action as is necessary to amend this Business Associate AGREEMENT from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations.

AMENDCD3029.DZ
dz:7/30/03

**no shame.
no blame.
no names.**

**now there's a way to
safely surrender your baby**



The Safely Surrendered Baby Law

A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite-Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.